

ZB# 94-21

Jeff Fairbanks

70-1-28

Prelim.
July 12, 1993.

Need copy of

- ① Need 2 here
- ② Title Report here
- ③ Fees: ① 50.00 ✓
- ② 292.00 ✓

- ④ Photos. 4 here.

Ap. ordered list 7/24/94.

List here &
Cornwall list also
Legal Notice.

Note: This Applicant
must come in for
a new preliminary
meeting —
(new ruling.)

Letter sent 5/26/94

Prelim - Ind 4

May 23, 1994.

Notice to Sentinel - 5/24/94

Public Hearing:

June 13, 1994.

Area Variance
Approved

Refund Due to AP.

\$191.50

Voucher to 12/24/95.
Comp.

#93-26 - Fairbanks, Veff.
area - deck.
94-21

MADE IN U.S.A.

NO. R753 1/3

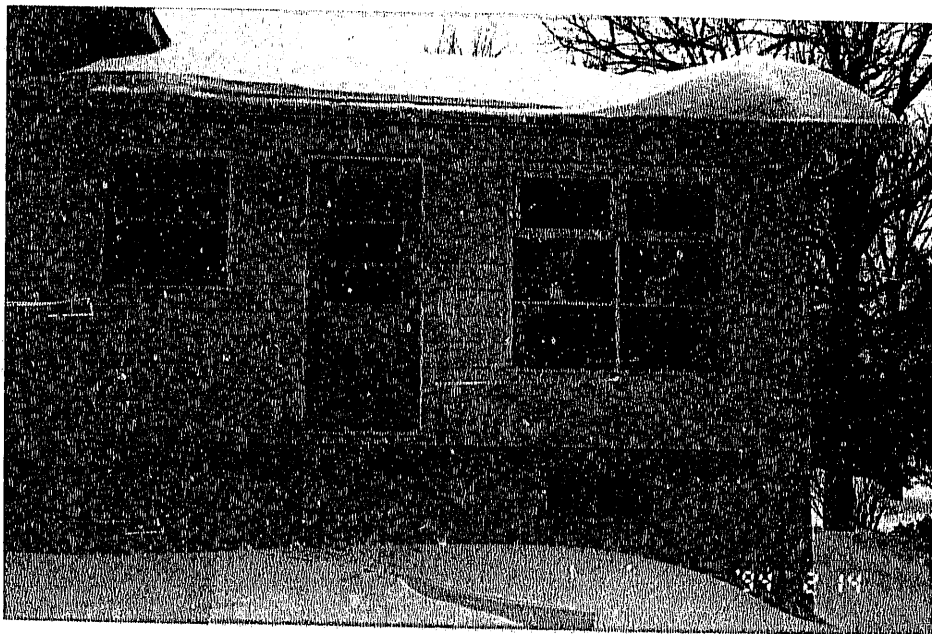
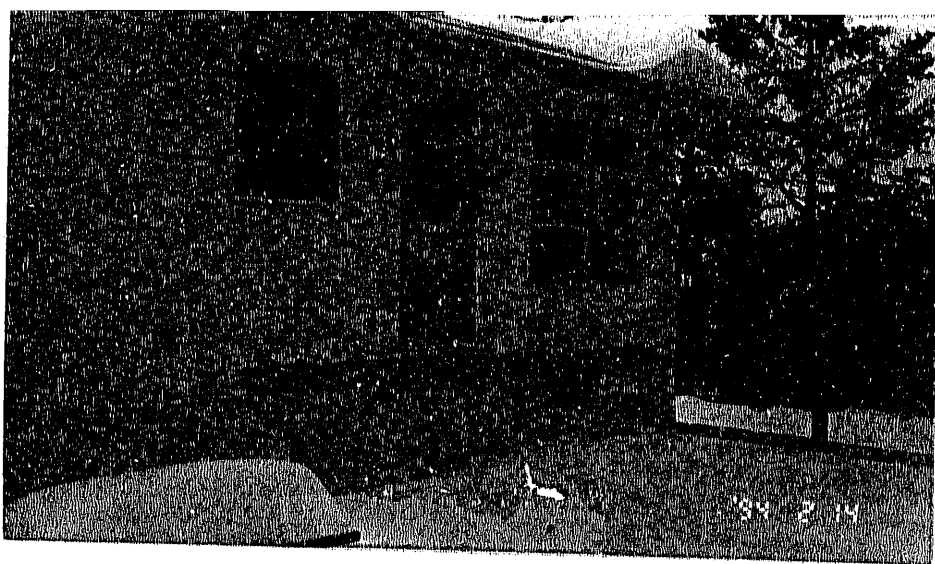
ESSELTE

Oxford

Aug



169X



TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

14056

Received of Jeffrey Fairbanks May 24 1994
Defty and 00 DOLLARS
For 3BA- App. Dec #93-2E
DISTRIBUTION

FUND	CODE	AMOUNT
CR#1814		50.00

By Dorothy Hansen
Town Clerk
Title



it to the
 94-21
 area - deck. \

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Jarbanks, Jeff

FILE # 93-26

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 paid

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 292.00 paid
~~250.00~~

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE	7/12/93 - 4 pages	\$ 18.00
2ND PRELIM. MEETING - PER PAGE	6/13/94 - 3 pages	\$ 13.50
3RD PRELIM. MEETING - PER PAGE		\$
PUBLIC HEARING - PER PAGE		\$
PUBLIC HEARING (CONT'D) PER PAGE		\$
TOTAL		\$ 31.50

ATTORNEY'S FEES:

PRELIM. MEETING-	7/12/93	HRS. 35.00	\$	
2ND PRELIM.		HRS.	\$	
3RD PRELIM.		HRS.	\$	
PUBLIC HEARING	6/12/94	HRS. 35.00	\$	
PUBLIC HEARING		HRS. (CONT'D)	\$	
FORMAL DECISION		HRS.	\$	
TOTAL HRS.		@ \$ 70.00 PER HR.	\$ 70.00	
TOTAL			\$ 70.00	

MISC. CHARGES:

TOTAL \$ 101.50

LESS ESCROW DEPOSIT . . . \$ 292.00
 (ADDL. CHARGES DUE) . . . \$
 REFUND TO APPLICANT DUE . . . \$ 191.50

-----X
In the Matter of the Application of

JEFF FAIRBANKS,

DECISION GRANTING
AREA VARIANCE#94-21.

-----X

WHEREAS, JEFF FAIRBANKS, 7 Haight Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 13 ft. 6 in. rear yard variance to replace a deck which is no longer existing, located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 13th day of June, 1994, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared before the Board for this proposal; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke and there was no opposition to the application before the Board; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The property is in a residential neighborhood consisting of one-family residences, many of whom have decks similar to the one for which this permission is sought.

(b) This property had a deck previously but it was removed and there is no certificate of occupancy on record.

(c) This deck provides a staircase access out of the back door and without it there would be no access out of the back door creating a safety hazard for the occupants of the dwelling.

(d) The area variance that is requested is slightly larger than 1.4%.

(e) The structure for which the variance is sought, i.e. a deck, is consistent with the neighborhood, many homes of which have similar decks.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is not substantial in relation to the town regulations.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is not a self-created hardship. The difficulty may have been created by a prior owner but at the present time there is no access out of the back door and applicant is proposing to alleviate what could be a hazardous situation. It is the opinion of this Board that the variance should be granted because of the character of the neighborhood and this proposed deck in both size and appearance is consistent with the neighborhood.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

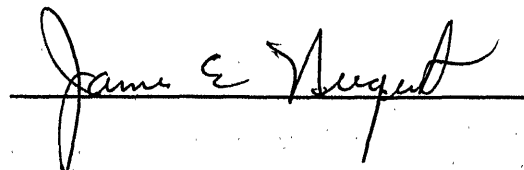
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 13 ft. 6 in. rear yard variance to allow replacement of a deck at 7 Haight Drive in an R-4 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: January 23, 1995.

A handwritten signature in dark ink, appearing to read "James E. Nugent", is written over a horizontal line.

Chairman

(ZBA DISK#12-092794.WEI)

FAIRBANKS, JEFF

MR. NUGENT: Request for 13 ft. 6 in. rear yard variance to replace deck at 7 Haight drive in R-4 zone.

Mr. Jeff Fairbanks appeared before the board for this proposal.

MR. FAIRBANKS: I want to put a deck on a house, it's a patio.

MR. KRIEGER: Says here replace a deck, was there a deck at one point?

MR. FAIRBANKS: Yes, years ago there was.

MR. NUGENT: And did you have to ask him several criteria, right?

MR. KRIEGER: Yes. What's the neighborhood like now, what's in the vicinity of this house?

MR. FAIRBANKS: Well, there are no houses behind, woods.

MR. KRIEGER: And next to it and in front of it, around it, all one family houses?

MR. FAIRBANKS: All one family.

MR. KRIEGER: About same size and dimensions?

MR. FAIRBANKS: All identical.

MR. KRIEGER: Any of them have decks?

MR. FAIRBANKS: All of them.

MR. KRIEGER: This deck, you are proposing to attach it to the back of the house coming out the back door?

MR. FAIRBANKS: Yes.

MR. KRIEGER: And maybe talk to the building inspector, anywhere along the side he would still need a rear yard

June 13, 1994

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variance, wasn't in this exact spot?

MR. FAIRBANKS: Yeah.

MR. BABCOCK: That is correct, his house is 38 feet point six inches off the property line and requirement is 40 so no matter what size.

MR. KRIEGER: So he is looking for a 1.4 out of 40?

MR. BABCOCK: That is correct.

MR. KRIEGER: And there's no other way this is the minimum that would be necessary to put the proposed deck on?

MR. FAIRBANKS: Yeah.

MR. KRIEGER: Would it cause my impact on the physical or environmental conditions in the neighborhood?

MR. FAIRBANKS: Nope. Nobody can see it.

MR. KRIEGER: So where it is to be located, it can't be seen from the neighboring property?

MR. FAIRBANKS: No.

MR. KRIEGER: What's there now?

MR. FAIRBANKS: Trees, lawn, back yard, behind it trees on both sides.

MR. KRIEGER: Okay, thank you.

MR. NUGENT: Okay, any questions by the board?

MR. KANE: No.

MR. NUGENT: There's no public to open it up to for the public hearing, so I'll close the public hearing and open it back to the board for their determination. I'll accept a motion.

MR. LANGANKE: I make a motion that we grant Mr.

June 13, 1994

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Fairbanks the required or the applied for variance.

MR. KANE: Second that.

ROLL CALL

MR. KANE	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

Prelim.
July 12, 1993
7:30 P.M.
93-26

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: ~~MAY 27, 1993~~ 5-16-94 REVISED 5-16-94 (MB)

APPLICANT: JEFFREY FAIRBANKS
7 HAIGHT DRIVE
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MAY 27, 1993
FOR (BUILDING PERMIT): FOR 12' X 16' WOOD DECK.

LOCATED AT: 7 HAIGHT DRIVE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 70 BLOCK 1 LOT 28
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT REAR YARD SETBACK.

Const. of Deck.

Frank Lisi
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE G-10	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.	40FT.	26FT. 6IN. 13FT. 6IN.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises JEFFREY + BERNADETTE FAIRBANKS
Address 7 HAIGHT DR., NEW WINDSOR, NY Phone 914-562-5706 (HOME)
Name of Architect SELF
Address SEE ABOVE Phone _____
Name of Contractor SELF
Address SEE ABOVE Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER, BUILDER
If applicant is a corporation, signature of duly authorized officer.

.....
(Name and title of corporate officer)

1. On what street is property located? On the side of
(N.S.E. or W.)
and feet from the intersection of

CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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Address 7 HAIGHT DR., NEW WINDSOR, NY Phone 914-562-5706 (HOME)
Name of Architect SELF
Address SEE ABOVE Phone _____
Name of Contractor SELF
Address SEE ABOVE Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER, BUILDER
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N.S.E. or W.)
and _____ feet from the intersection of _____
2. Zone or use district in which premises are situated R-4 Is property a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 70 Block 1 Lot 28
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy _____ b. Intended use and occupancy _____
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other 12 x 16 WOOD DECK
6. Size of lot: Front Rear _____ Depth _____ Front Yard _____ Rear Yard _____ Side Yard _____
Is this a corner lot? _____
7. Dimensions of entire new construction: Front _____ Rear 16' Depth 12' Height 4' Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost _____ Fee \$110 = 192.50
(to be paid on this application)
11. School District _____

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —

Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets or plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

.....*Benedetta A. Fairbanks*.....*7 Haight Dr. New Windsor, N.Y.*.....
(Signature of Applicant) (Address of Applicant) 12553

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.

||

N

MARSHALL DR.

KNOX VILLAGE
APTS.

Refer -
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT
Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

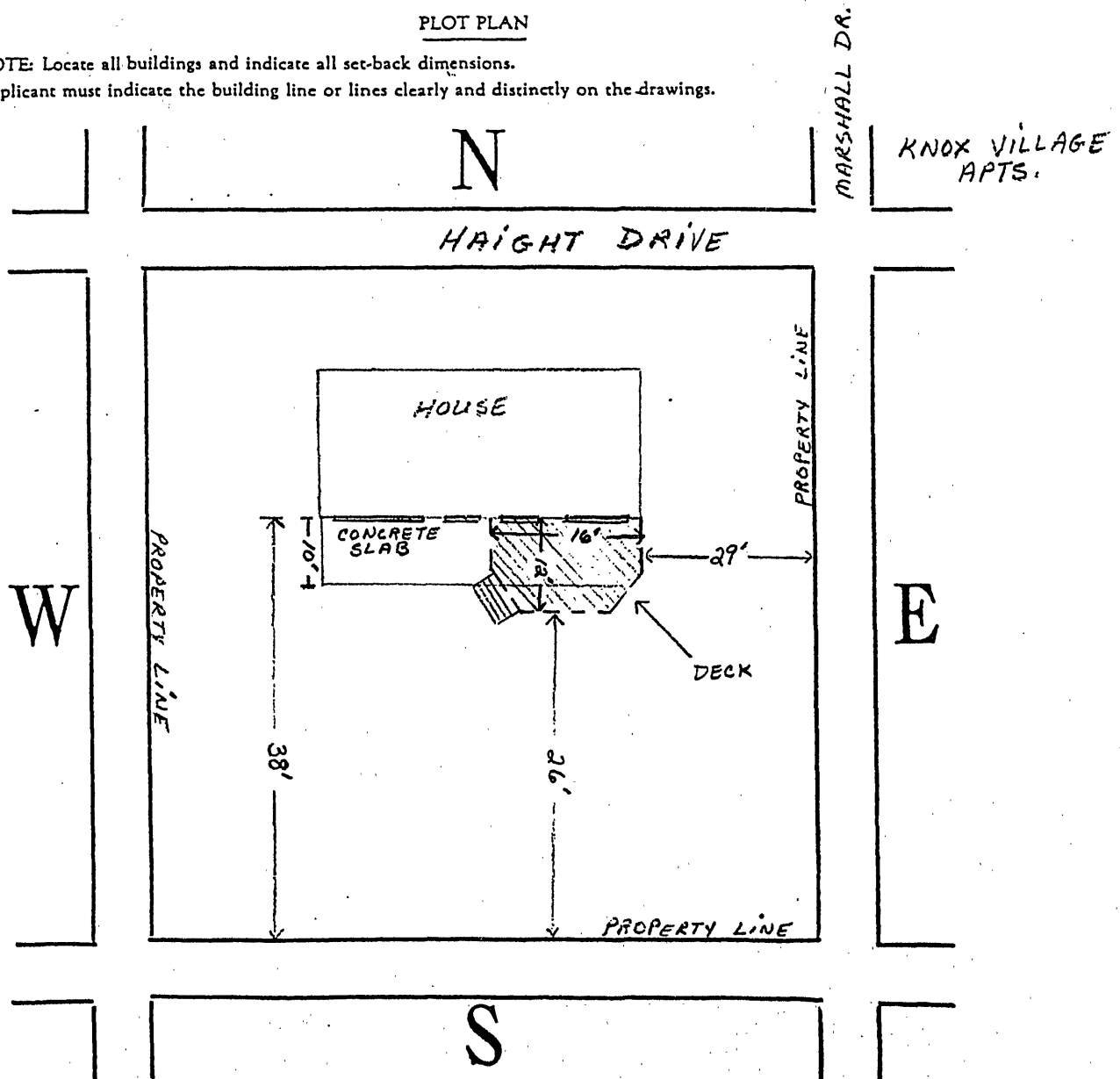
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.....*Bernadette A. Fairbanks*.....*7 Haight Dr. New Windsor, N.Y.*
(Signature of Applicant) (Address of Applicant) 12553

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



SECTION 65

NO. 94

STATE HWY

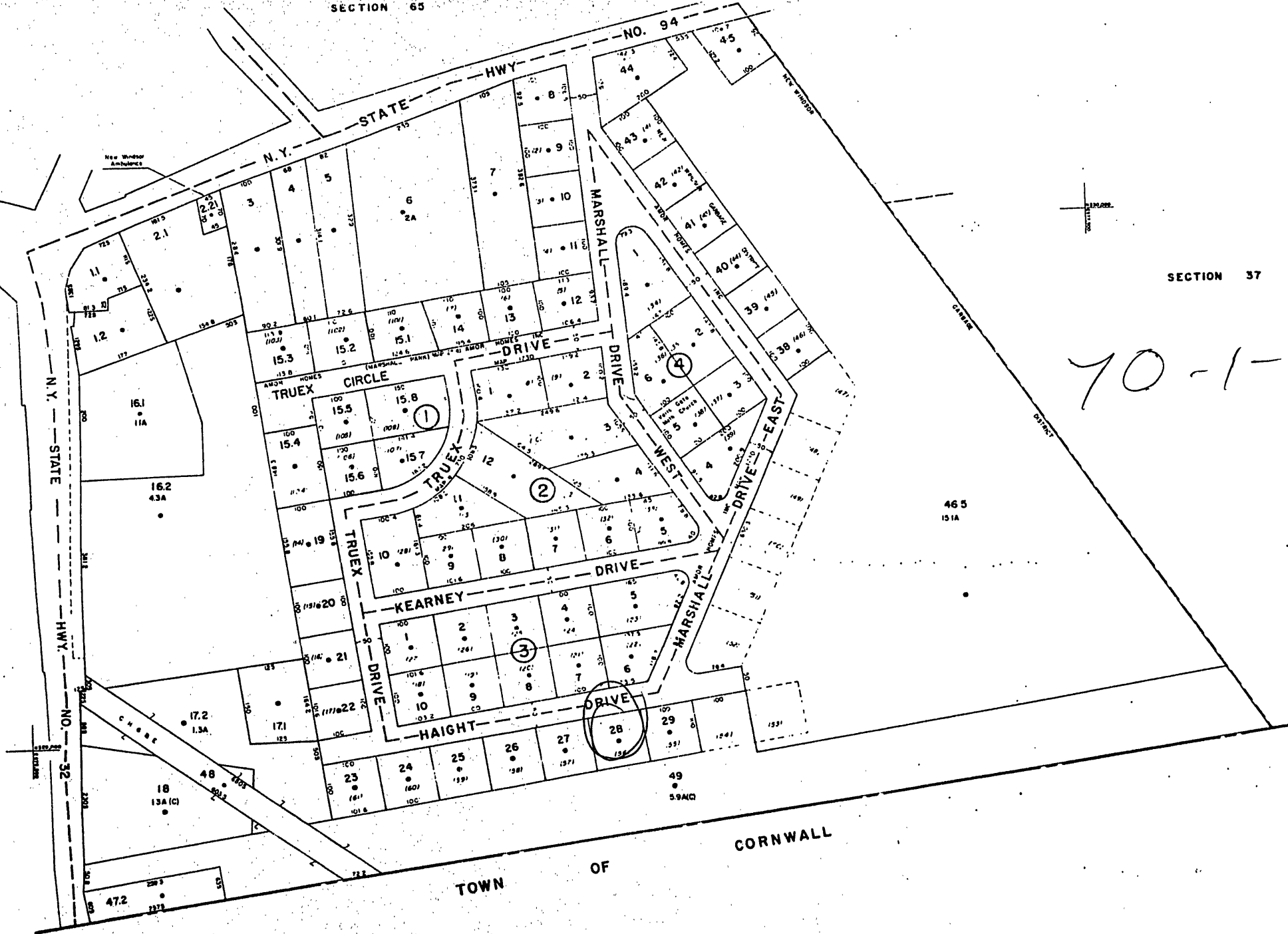
N.Y.

N.Y. STATE HWY NO. 32

SECTION 69

SECTION 37

70-1-28



TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

93-26

Date: 2/24/94

I. ✓ Applicant Information:

- (a) Jeffrey G Fairbanks Bernadette Fairbanks X
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) Robert Dickover 31 Main St Warwick N.Y. 986-1700
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-4 7 Haight Dr 70.1, 28 100*100
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 8/26/85
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No
- _____
- _____
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____
- _____

(b) ^{N/A} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-14, Table of Use/Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd. <u>40 ft.</u>	<u>26 ft. 6 in.</u>	<u>13 Ft. 6 in.</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

~~We believe our request for the variance will in no way negatively affect the neighborhood or the community. The requested variance is minimal (only a feet at the back of house) where no other housing is located and, therefore, will not interfere with neighbors. Our difficulty was not created by ourselves.~~

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4 <i>N/A</i>	_____	_____	_____

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

_____.

- (c) *N/A* What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

_____.

VII. Interpretation. *N/A*

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

_____.

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

We will insure that the conditions of the structure are properly maintained, as well as the surrounding area. The structure will, in no way, negatively affect trees, curbs, lighting, paving, fencing, utilities, drainage or visibility. It will only enhance landscaping.

IX. Attachments required:

- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
✓ Copy of tax map showing adjacent properties.

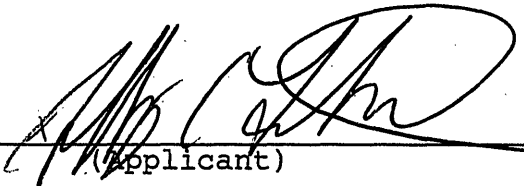
- N/A Copy of contract of sale, lease or franchise agreement.
✓ Copy of deed and title policy.
✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
N/A Copy(ies) of sign(s) with dimensions and location.
✓ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 292.00, each payable to the TOWN OF NEW WINDSOR.
✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: 2/24/94.

STATE OF NEW YORK)
) SS.:
 COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.


 (Applicant)

Sworn to before me this

24th day of November, 1994.
Patricia A. Barnhart

PATRICIA A. BARNHART
 Notary Public, State of New York
 No. 018A4904434
 Qualified in Orange County
 Commission Expires August 31, 1995.

XI. ZBA Action:

- (a) Public Hearing date: _____
 (b) Variance: Granted (☐) Denied (☐)
 (c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

May 23, 1994

4

FAIRBANKS, JEFF

MR. NUGENT: Second preliminary. Request for 13 ft. 6 in. rear yard variance for construction of a deck at 7 Haight Drive in R-4 zone.

Jeff Fairbanks appeared before the board for this proposal.

MR. FAIRBANKS: Just want to renew it, I'm working on it.

MR. TORLEY: When was the first one?

MR. FAIRBANKS: About a year.

MR. NUGENT: July 12, 1993, almost a year ago.

MR. HOGAN: Just delay of your plans for the deck?

MR. FAIRBANKS: No, we're working on it, Cornwall took some time.

MR. NUGENT: Do you have a property that goes over the Town line?

MR. FAIRBANKS: It's on the border of Cornwall, that took a couple months. Everything is ready, just renewing this so I can keep on going.

MR. HOGAN: Did we vote him to a public hearing last time, Mr. Chairman?

MR. BABCOCK: My records say you did.

MS. BARNHART: That is what it looks like here.

MR. BABCOCK: What happened, Mr. Chairman, is that after a period, we scheduled him for another preliminary meeting, so it's been so long.

MS. BARNHART: That was the new ruling, right?

MR. BABCOCK: Right.

May 23, 1994

5

MR. BABCOCK: Here's one in your handwriting, motion to schedule public hearing.

MS. BARNHART: Doesn't matter, we'll do it now anyway.

MR. HOGAN: What's your timetable now Mr. Fairbanks?

MR. FAIRBANKS: I'm ready to send out the notices.

MS. BARNHART: He's had his application in.

MR. TORLEY: In that case, if the Chairman is ready, I'll make a motion we set up Mr. Fairbanks for a public hearing.

MR. HOGAN: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: When you come back, if you'd address yourself to the 5 criteria on this handout that I have just given you. Those are the things that the Zoning Board board must decide legally. So if you would address yourself to those and identify them in order it makes it a lot easier. If you have title report and/or deed to your house, it would be helpful if you'd bring that too.

MR. TORLEY: Recent photographs.

MR. FAIRBANKS: I have all that done already, all I have to do is send out the notices.

MR. TORLEY: As I mentioned, if you would, you might find it to your advantage to talk to your neighbors and tell them what's going on because they'll get a strange form letter which might be confusing.

MR. FAIRBANKS: No problem.

May 23, 1994

6

MS. BARNHART: Bring in the two checks, one in the amount of \$50 and one for \$292 payable to the Town of New Windsor.

MR. FAIRBANKS: No problem. Thank you.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

Jeff Fairbanks
Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

94-21.
-----X

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On May 26, 1994, I compared the 31 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
26th day of May, 1994.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(29) in
TNW -
others (3)
in Cornwall

March 25, 1994

Jeff Fairbanks
7 Haight Dr.
New Windsor, New York 12553

RE: 70-1-28

Dear Mr. Fairbanks:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00. Please remit the balance of \$20.00 to the Town Clerk's Office.

Sincerely,

J. Cook LCAS

LESLIE COOK
Sole Assessor

LC/cad
Attachments
cc: Pat Barnhart

Broadnax, Christopher

22 Truex Dr.

New Windsor, NY 12553

Leto, Deborah B. & Kevin J.

24 Truex Dr.

New Windsor, NY 12553

Grinder, Norman W. & Mary Ellen

26 Truex Dr.

New Windsor, NY 12533

Villa, Frank J. & Margaret I.

PO Box 556

Vails Gate, NY 12584

Gonzalez, Joseph J. & Gertrude M.

15 Haight Dr.

New Windsor, NY 12553

McDonald, John E. Jr. & Barbara

13 Haight Dr.

New Windsor, NY 12553

Vazquez, Alexander

4440 Sepulveda Blvd. Apt. 203

Sherman Oaks, CA 91403

Lenko, George & Paraskevi

9 Haight Dr.

New Windsor, NY 12553

Lewis, Runston & Joyce Y.

5 Haight Dr.

Vails Gate, NY 12584

Knox Village Associates

2375 Hudson Terrace

Fort Lee, NJ 07024

Central Hudson Gas & Electric Corp.

284 South Avenue

Poughkeepsie, NY 12601

Harris, Benjamin

PO Box 780

Cornwall, NY 12518

Vail, Raymond H. & Elizabeth R.

30 Marshall Dr.

New Windsor, NY 12553

Weed, Richard R. & Josephine

2 Kearney Dr.

New Windsor, NY 12553

Wray, Stanley Jr. & Kellyann P. X
23A Gail Dr.
Nyack, NY 10960

Coakley, Dennis & Rose Ann X
6 Kearney Dr.
New Windsor, NY 12553

Luongo, Angelo & MariaNL. Buckheit
8 Kearney Dr. X
New Windsor, NY 12553

Russell, Julian & Virginia X
15 Truex Dr.
New Windsor, NY 12553

Nevico, Howard C. & Margaret G.
PO Box 92, 13 Truex Dr. X
Vails Gate, NY 12584

Zaccardi, Joseph A. & Melody Gay
11 Truex Dr. X
New Windsor, NY 12553

De Feo, Elaine M. X
Box 246 Route 94
Vails Gate, NY 12584

Velazquez, David & Raquel X
5 Kearney Dr.
New Windsor, NY 12553

Estrada, Oscar X
3 Kearney Dr.
New Windsor, NY 12553

Wright, Gregg S. & Hillary M. X
1 Kearney Dr.
New Windsor, NY 12553

Cos, Andrew J. & Janet X
4 Haight Dr.
New Windsor, NY 12553

Dodson, Leonard X
8 Haight Dr.
New Windsor, NY 12553

Moody, Robert W. & Maxine P. X
PO Box 224
Vails Gate, NY 12584

Hughes, Wayne R. X
PO Box 212
West Point, NY 10996

Vails Gate Methodist Church Inc.
c/o Treasurer
PO Box 37
Vails Gate, NY 12584

Note: Also hits the Town of Cornwall

OFFICE OF THE
BUILDING & FIRE INSPECTOR
189 MAIN STREET
CORNWALL, NEW YORK 12518



GARY A. VINSON
BUILDING & FIRE INSPECTOR
(914) 534-9429
FAX (914) 534-4342

May 3, 1994

3

Jeff Fairbanks
7 Haight Drive
New Windsor NY 12553

Re: ZBA Public Hearing Names
Town of New Windsor 70-1-28

Dear Mr. Fairbanks:

The following properties located in the Town of Cornwall are within
500' of the outer boundry of the above referenced property located
in the Town of New Windsor.

9-1 19.1

Knox Village Inc
A 35 Blooming Grove Turnpike
New Windsor NY 12553

Duplicate

9-1 46

Central Hudson Gas and Electric Corp
284 South Avenue
Poughkeepsie NY 12601

Duplicate

9-1 19.22

Morton Haber
Tower Hill Road
Tuxedo NY 10987

X

Respectfully,

Gary A. Vinson
Building Inspector

cc Frank Lisi
B/I
NW

SMOKE DETECTORS SAVE LIVES

Pls. publish immediately. Send bill to Applicant at below address:

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 91

Request of Jeff Fairbanks

for a VARIANCE of

the regulations of the Zoning Local Law to

permit replacement of wooden deck
w/ insufficient rear yard,

being a VARIANCE of

Section 48-12 - Table of Use / Bulk Regs - Col. G

for property situated as follows:

7 Haight Drive, New Windsor, NY.

Known as tax map Section 70 - Blk. 1 -

Lot 28.

SAID HEARING will take place on the 13th day of
June, 1994, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent.
Chairman

- By: Patricia A. Barnhart,
Secy.

STATE OF NEW YORK, COUNTY OF ORANGE

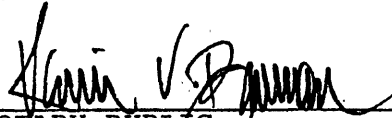
SS:

STATE OF NEW YORK, COUNTY OF

SS:

On the 20th day of August 1985, before me personally came ROGER P. LAKEN and JANICE S. LAKEN

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they executed the same.


NOTARY PUBLIC
KEVIN V. BRENNAN
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
CERTIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1986

STATE OF NEW YORK, COUNTY OF

SS:

On the _____ day of _____ 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he is the _____ of _____

_____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the _____ day of _____ 19____, before me personally came _____

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

SS:

On the _____ day of _____ 19____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he knows _____

_____ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

KEVIN W. BRENNAN
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ORANGE COUNTY
CERTIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1986

33:

that he is the
of

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

588

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

WITH COVENANT AGAINST GRANTOR'S ACTS

SECTION 70

BLOCK 1

LOT 28

COUNTY OR TOWN Orange

LAKEN

TO

FAIRBANKS

RETURN BY MAIL TO:

APPELBAUM, STEWART & DICKOVER
The Professional Building
Florida, New York

Zip No. 10921

Reserve this space for use of Recording Office.

RECEIVED
\$268.00
REAL ESTATE
SEP 30 1985
TRANSFER TAX
ORANGE
COUNTY *real*

Clark's Office, 5.5.

Orange County Clerk's Office
Recorded on the 20th day
of Sept 1985 at 1:22
o'clock P M. in Liber 2419
at page 46

and Examined.

and Examined.
Morton S. Murphy

LIBER 2419 PG

48

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 26th day of August, nineteen hundred and eighty five
BETWEEN

ROGER P. LAKEN and JANICE S. LAKEN, residing at
7 Haight Drive, Newburgh, New York 12550

party of the first part, and

HUSBAND & WIFE
JEFFREY FAIRBANKS and BERNADETTE FAIRBANKS, residing
at 36 Forge Hill Gardens, New Windsor, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten and 00/100 (\$10.00)
dollars and other good and valuable consideration

~~XXXXX~~

lawful money of the United States,

to them

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York,
designated as Lot No. 56 on a map entitled "Amor Homes, Inc.,
Town of New Windsor, Orange County, New York", prepared by Sidney
L. Horowitz C.P.E., dated June 1, 1957 and filed in the Orange
County Clerk's Office on June 17, 1957, as Map #1711, and revised
by a map dated October 15, 1957 and filed in the Orange County
Clerk's Office on October 29, 1957, as Map #1730.

SUBJECT to the following covenants, conditions and restrictions
which shall run with the land forever:

1. That the premises shall be used for residential purposes only
provided, however, that this shall not prohibit

party of the first part, and

JEFFREY FAIRBANKS and BERNADETTE FAIRBANKS, ^{HUSBAND & WIFE} residing
at 36 Forge Hill Gardens, New Windsor, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten and 00/100 (\$10.00)
dollars and other good and valuable consideration

~~XXXX~~

lawful money of the United States,

to them

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York,
designated as Lot No. 56 on a map entitled "Amor Homes, Inc.,
Town of New Windsor, Orange County, New York", prepared by Sidney
L. Horowitz C.P.E., dated June 1, 1957 and filed in the Orange
County Clerk's Office on June 17, 1957, as Map #1711, and revised
by a map dated October 15, 1957 and filed in the Orange County
Clerk's Office on October 29, 1957, as Map #1730.

SUBJECT to the following covenants, conditions and restrictions
which shall run with the land forever:

1. That the premises shall be used for residential purposes only
provided, however, that this shall not prohibit the use for
incidental professional purposes.
2. That no residence shall be built upon a lot having less than
10,000 square feet.
3. That no residence shall have an area, excluding porches, of
less than 800 square feet.

SUBJECT to grants of record to public utilities and zoning
ordinances and building regulations of the Town of New Windsor.

BEING the same premises conveyed by Rudolph J. Parisi and Carole
F. Parisi, husband and wife, to Frank Bonanno and Lucy Bonanno,
husband and wife, by deed dated March 28, 1969 and recorded in the
Orange County Clerk's Office on the 1st day of April, 1969 in Liber
1816 of Deeds at page 725.

BEING the same premises conveyed by Frank Bonanno and Lucy Bonanno
to Roger P. Laken and Janice S. Laken by deed dated August 9, 1973
and recorded in the Orange County Clerk's Office in August, 1973
in Liber 1951 of Deeds at page 663.

Section 70, Block 1, Lot 28

Back

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written. ..

IN PRESENCE OF:


ROGER P. LAKEN


JANICE S. LAKEN

TICOR TITLE GUARANTEE



TICOR TITLE INSURANCE

TITLE INSURANCE POLICY

TICOR TITLE GUARANTEE COMPANY, a New York Corporation, and **TICOR TITLE INSURANCE COMPANY**, A California Corporation, jointly and severally, together herein called "The Company," in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any

statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this Policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulation of said conditions, and not otherwise.

In Witness Whereof, the companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers.

TICOR TITLE GUARANTEE COMPANY

TICOR TITLE INSURANCE COMPANY

By

William T. Seitz

President

Attest

Harriet G. Black

Secretary

Validating Officer
or Agent

David R. Schenberger

By

Donald L. Appel

President

Attest

Erich B. Eichelbach

Secretary

Name of Insured **JEFFREY FAIRBANKS and
BERNADETTE FAIRBANKS**

Policy No. T-98-85-00458

Amount of Insurance \$ 67,000.00

Date of Issue September 30, 1985

The estate or interest insured by this policy is fee simple vested in the insured by means of Deed dated August 26, 1985, made by Roger P. Laken and Janice S. Laken to the insured and recorded in the Orange County Clerk's Office on September 30, 1985 in Liber 2419 of deeds at page 46.

SCHEDULE "B"

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

- 1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.*
- 2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.*
- 3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.*
- 4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.*
- 5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.*
- 6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.*
- 7. 25 foot setback restrictions shown on filed Map #1730, which is not violated by existing structures.*
- 8. Terms, covenants and restrictions contained in an instrument recorded in Liber 1585 cp 463.*
- 9. Easement made by Amor Homes Corporation to Central Hudson Gas and Electric Corporation and New York Telephone Company recorded in Liber 1434 cp 27.*
- 10. Variations between stone wall and record lines of title. No further variations shown on survey by Frank M. Hoens, dated 8/12/85.*
- 11. Mortgage dated September 12, 1985, made by the insured to the MORSEMERE FEDERAL SAVINGS AND LOAN ASSOCIATION in the amount of \$53,500.00 and recorded in the Orange County Clerk's Office on September 30, 1985 in Liber 2108 of mortgages at page 28.*

SCHEDULE "B" OF THIS POLICY CONSISTS OF 1 SHEET(S).

TICOR TITLE GUARANTEE COMPANY and TICOR TITLE INSURANCE COMPANY

CONDITIONS CONTINUED FROM INSIDE FRONT COVER

Section 6 COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten percent of the face of the policy.

Provided however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or incumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata basis as if this policy were divided pro rata to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss has been provided by agreement between this company and the other insurer or insurers.

Section 7 ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of The Company filed with the Superintendent of Insurance of the State of New York for continuation of liability to

grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section 8 SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section 9 MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answers by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section 10 NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section 11 POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section 12 VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

ENDORSEMENTS

premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS CONTINUE ON INSIDE BACK COVER

Policy No. T-98-85-00458

SCHEDULE "A"

The premises in which the insured has the estate or interest covered by this policy

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, designated as Lot No. 56 on a map entitled "Amor Homes, Inc., Town of New Windsor, Orange County, New York", prepared by Sideny L. Horowitz, C.P.E., dated June 1, 1957 and filed in the Orange County Clerk's Office on June 17, 1957, as Map #1711, and revised by a map dated October 15, 1957 and filed in the Orange County Clerk's Office on October 29, 1957, as Map #1730.

TICOR TITLE GUARANTEE COMPANY and TICOR TITLE INSURANCE COMPANY

CONDITIONS OF THIS POLICY

Section 1

DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Whenever the term "this company" is used in this policy it means Tigor Title Guarantee Company and Tigor Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section 2

DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating hereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain, or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or this company.

Section 3

CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of

the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section 4

NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section 5

PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS CONTINUE ON INSIDE BACK COVER

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title by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

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(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS CONTINUE ON INSIDE BACK COVER

Policy No. T-98-85-00458

SCHEDULE "A"

The premises in which the insured has the estate or interest covered by this policy

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, designated as Lot No. 56 on a map entitled "Amor Homes, Inc., Town of New Windsor, Orange County, New York", prepared by Sideny L. Horowitz, C.P.E., dated June 1, 1957 and filed in the

Date 7/19/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Francis Roth, 172 Moores Hill Rd DR.
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
7/12/93	Zoning Board Meeting-		75.00	
	Misc 2			
	Kreva - 6			
	Fairbanks - 4 - 18.00			
	Rigoli - 6			
	Kresenc - 4			
	Mugnano - 1			
	Tolsta - 8			
	Coreene - 6		166.50	
	37 pp		241.50	

FAIRBANKS, JEFF

MR. NUGENT: Request for 13 ft. 6 in. rear yard setback for deck located at 7 Haight Drive in an R-4 zone.

Mr. Jeff Fairbanks appeared before the board for this proposal.

MR. FAIRBANKS: I want to put a 12 by 16 deck on.

MR. NUGENT: It's not there yet?

MR. FAIRBANKS: No. Well, they had a deck on the house in 1980 10 by 16, Frank says no, that is no good, that was an illegal deck that was on at that time.

MR. NUGENT: The deck is not there now?

MR. FAIRBANKS: No, I tore it all down. So Frank said well, you can't put that on, you don't have enough rear yard space.

MR. NUGENT: He has 26 foot rear yard.

MR. LUCIA: I notice that measurement appears to be the back of the deck and the steps appear to angle out and I think would be closer than that 26 foot.

MR. FAIRBANKS: I was going to move the steps over to here so it wouldn't--

MR. LUCIA: If you take a look at Section 4814 C 1, it's read literally, I'm not sure whether they mean to exclude steps in the back yard like this or they mean to include it. If Mike was here, I'd go by his interpretation but I don't know how Mike views non-access to the front door type.

MR. TORLEY: My recollection is if they weren't steps down off a deck, we weren't counting as part of the back yard variance requirements, that is my recollection. What that effects is the number we have to plug into the equation.

MR. LUCIA: Mike is on vacation he's due back tomorrow.

MR. FAIRBANKS: He has the map.

MR. LUCIA: We'll go by his reading on whether he needs the steps included.

MR. FAIRBANKS: That was a rough sketch of it because he didn't like that kind of paper it was on, I had to put it on special paper but he has a survey and all that because he said he wanted 40 feet from the end of the deck to the rear yard. I said well, we don't have enough the house is only 38' 6".

MR. LUCIA: How old is the house?

MR. FAIRBANKS: 35 years old.

MR. HOGAN: What's behind you?

MR. FAIRBANKS: Woods.

MR. TORLEY: That implies that the house itself did not have sufficient rear yard to begin with.

MR. LUCIA: Right but it's a 35 year old house.

MR. NUGENT: These numbers don't jive either. He has 26 foot and he needs 13 foot 6, you need 14 foot, no, or did I miss something?

MR. LUCIA: Mike's application has 16' 6" I think he gave him an extra six inches.

MR. FAIRBANKS: Yeah, I got the map and everything cause I knew I had a problem as soon as he said I need 40 feet, might as well get the map out now, I've got a real problem here.

MR. NUGENT: I hope you were listening to our attorney at the last application because yours is basically the same.

MR. TORLEY: Talk to your neighbors so they don't get a letter and freak out.

MR. FAIRBANKS: So I have to go for a variance for it anyway. If I went back to 1958 and there's a deck on the house then would I still have to go?

MR. TORLEY: If there was a deck of that size you wouldn't need to be here.

MR. FAIRBANKS: I told Frank that, well, in 1980 there's a deck 10 by 16.

MR. NUGENT: 1980 isn't good enough, got to be '67.

MR. FAIRBANKS: So I went back in the records I could go look that way.

MR. LUCIA: It would depend how long it was down if you left it for more than a year.

MR. FAIRBANKS: I'm better off going through the variance and get it over with.

MR. LUCIA: Then you're clear, nobody can question you. If the board sets you up for a public hearing, I'll assume they adopt the motion when you come back to the public hearing, you need to speak to 5 specific factors for this board to grant you a variance. I'll give you a copy of Section of 267B of the Town Law, put an arrow in the margin next to the paragraph that has to do with those 5. We need to weigh the detriment to the safety, helath and welfare to the community as against the benefits to you in granting a variance so those five factors cover the issue. Pat will give you an application and instruction sheet. I think it is self-explanatory. If you have a problem, call her. When you return the application, we need two checks, both payable to the Town of New Windsor, one for \$50 application fee, second one for \$292 against Town consultant fees. When you come back, I'd like to see a copy of your deed and title policy and photographs please.

MR. FAIRBANKS: Okay, thank you very much.

MR. NUGENT: Any other questions by the board? Accept a motion.

July 12, 1993

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a motion.

MR. TORLEY: I so move.

MR. HOGAN: Second it.

ROLL CALL

MR. NUGENT	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE